

Tour Code: _____

Booking #: _____

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

**By signing this document, you will waive certain legal rights. Please read carefully!
It must be understood, signed and returned to Travel Outdoors prior to the start of your trip.**

In consideration of the services of Travel Outdoors, Inc., a Utah corporation, its agents, owners, officers, volunteers, participants, employees, trip organizers, trip sponsors, suppliers, contractors, lessors, stockholders and all other persons or entities acting in any capacity on its behalf (collectively referred to as "Travel Outdoors"), I hereby release, discharge and completely hold indemnified, Travel Outdoors, for myself and on behalf of my heirs, assigns, personal representatives, estate and all members of my family, including any minors accompanying me, as follows:

I understand there is a risk of physical or emotional injury, paralysis, death or damage to myself, to third parties or to property inherent in the following trip activities. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity:

- Riding in a motorized, paddled, rowed or sailed boat on open ocean waters and along rocky coasts
- Rafting and kayaking on rivers and through whitewater rapids
- Hiking and walking on trails and rocky ridges with steep and slippery slopes, near wild animals
- Swimming and snorkeling along rocky and sandy shores, in close proximity to wild animals
- Horseback riding, bicycling and zip line riding through difficult terrain

I understand I may be exposed to sun, insects, cold water, environmental hazards, biting or stinging marine and terrestrial life and forces of nature. I can be jolted, jarred, bounced, thrown to and fro and shaken about through rapids, waves and surf. It is possible that I could be injured if I come in contact with storage containers or other fixed equipment necessary in the operation of the trip and the outfitting of a boat or land vehicle. Boats could turn over or I could be washed overboard. I can slip and fall during a hike. Accidents can occur getting on and off boats. Boats, rocks and trails are slippery when wet. Exposure to the natural elements could cause sunburn, dehydration, heat exhaustion, heat stroke and heat cramps. Prolonged exposure to cold water can result in hypothermia and, in extreme cases, death. Accidental drowning is also a possibility. Unanticipated movement of rocks, soil or trees could hurt me.

I understand trip activity staff members have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of my fitness or abilities. They might misjudge the weather, the elements or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

I understand the trip may take place in rugged outdoor conditions, including camping, that contain inherent dangers due to weather, terrain, the river, island or marine environment, local flora and fauna and distance from hospital facilities. I understand that I have the option to retire from the trip if I feel unsafe. I understand that the planned itinerary may be changed on account of weather conditions.

I voluntarily accept the risks inherent in traveling in a foreign country, including travel by air, land vehicles, motorized, sailed, rowed and paddled watercraft, and other unconventional means, and agree to hold Travel Outdoors harmless for any loss during travel associated with my trip. I agree Travel Outdoors shall not be liable for any accident, injury, costs, property damage or personal loss in connection with any accommodations, transportation or other travel services, or resulting directly or indirectly from any occurrences or conditions beyond Travel Outdoors' control, including, but not limited to, acts of terrorism, war, acts of God, detention, annoyance, quarantine, defects in vehicles, breakdown in equipment, strikes, theft, pilferage, force majeure, failure of any means of conveyance to arrive or depart as scheduled, civil disturbances, government restrictions or regulations, delay or cancellation of or changes in itinerary, hotel services or schedules. I agree to bear any expense of voluntarily retiring from the trip before it is concluded.

I understand that the description of these risks is not complete and that other unknown or unanticipated risks may result in injury or death. I expressly agree and promise to accept and assume all of the risks existing in the trip activities, including those risks not specifically identified. My participation is purely voluntary and I elect to participate in spite of the risks.

I understand that the responsibility of Travel Outdoors is strictly limited and that the suppliers providing travel services are independent contractors and not Travel Outdoors' agents or employees. I agree that Travel Outdoors is not responsible for the willful or negligent acts and/or omissions of suppliers or of any air carrier or their respective employees, agents, servants or representatives, including their failure to deliver or their partial or inadequate delivery of services.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Travel Outdoors from any and all claims, demands, or causes of action, which are in any way connected with my participation in this trip or my use of Travel Outdoors' equipment or facilities, **including any such claims which allege negligent acts or omissions of Travel Outdoors.**

In the event that I file a lawsuit against Travel Outdoors, I agree to do so solely in Calaveras County in the State of California, where Travel Outdoors, Inc., has its headquarters, and I further agree that the substantive law of California shall apply in that action without regard to the conflict of law rules of that state.

Please see reverse side →

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall continue in full force and effect. Should Travel Outdoors or anyone acting on Travel Outdoors' behalf be required to incur attorneys' fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I agree to bear the costs of all risks that may be created, directly or indirectly, by any such condition.

I am not relying on any oral, written or visual representations or statements made by Travel Outdoors, including those made in its brochures or other promotional materials, to induce me to participate in this activity. I grant permission to Travel Outdoors and other trip participants to make movies, videos, and photographs and to use them for promotional and commercial purposes without recourse or compensation to me.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I waive any and all legal rights against Travel Outdoors on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it and I agree to be bound by its terms.

Signature of Participant _____ Print Name: _____

Address: _____

Phone: _____ Date: _____

Parent's or Guardian's Additional Indemnification (must be completed for participants under the age of 18, in addition to above signature, name and date)

In consideration of the above-named minor ("Minor") being permitted by Travel Outdoors to participate in its activities, I further agree to indemnify and hold harmless Travel Outdoors from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian _____ Print Parent/Guardian Name: _____ Date: _____

DEPOSIT & CANCELLATION POLICY

A deposit is due at the time of booking; the balance is due 90-120 days prior to your trip (full payment is due at the time of booking for 1 day trips). If you find it necessary to cancel your trip, notify us as soon as possible. Cancellation penalties can range up to 100% of trip fees, depending upon the date of cancellation. Please refer to your trip information for details. All policies must be upheld.

Although it is unusual, we occasionally find it necessary to cancel a trip due to water fluctuation or insufficient reservations (making the trip economically unfeasible for us to operate). If we are unable to provide another trip that is satisfactory to you, we will refund your entire trip fee, but Travel Outdoors is not responsible for additional expenses incurred by members in preparing for the trip (e.g., non-refundable, advance purchase air tickets, equipment, medical expenses, etc.). We regret we cannot make exceptions for personal emergencies. For this reason, we strongly urge you to investigate trip insurance (see below).

MEDICAL: Under most circumstances, if you are of an adventurous spirit and in reasonable good health, you should have no problem enjoying a Travel Outdoors trip. People with heart trouble and pregnant women should have their physician's approval before taking a river trip. We reserve the right not to accept passengers weighing more than 260 pounds or with a waist/chest size exceeding 56 inches. If you exceed these requirements please give us a call. Also, we may decide, at any time, to exclude any person or group for any reason we feel is related to the safety of our trips.

TRAVEL INSURANCE

Purchase of emergency medical evacuation insurance is **required for multi-day departures**. You must provide proof of purchase of evacuation insurance prior to the trip. Purchase information is included in your confirmation packet and can be obtained from Travel Insurance Services at <http://www.travelinsure.com/what/imedhigh.htm?32635> or by calling 800-937-1387.

Based upon our years of experience with unexpected passenger cancellations, we also strongly recommend the purchase of a short-term travel insurance policy. A brochure and application is enclosed in your confirmation packet. Please let us know if you'd like us to send additional forms. This policy offers accident, baggage and trip cancellation protection and offers a full refund if you cancel at any time for medical or health reasons. For further information you may call Travel Insurance Services directly at 800-937-1387. This coverage also includes the medical emergency evacuation insurance noted above.

Please initial: I certify that I have read and understand the cancellation policy. I understand it is my responsibility to purchase evacuation insurance in order to participate in a multi-day trip and to purchase or decline the additional travelers' insurance coverage which includes trip cancellation insurance. _____